

Harrison, Harrison & Associates, Ltd.

65 BROADWAY, 7th Floor
NEW YORK, NY, 10006
DIRECT DIAL (888) 239-4410
FAX (718) 799-9171
nycotlaw@gmail.com

Address all mail to:
110 State Highway 35, 2nd Floor
Red Bank, NJ 07701

December 17, 2017

VIA ECF

Honorable Steven L. Tiscione
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: *Tousaint et al. v. MJ-MC Home Health Care Agency, Inc.*
17-cv-01952 (LDH)(ST)

Dear Judge Tiscione:

We represent the three named plaintiffs —Marie Tousaint, Cherice Daniels, and Louisemie Dautruche ("Plaintiffs")—in the above-referenced matter. As per this Court's November 28th Order, the parties in this case respectfully request that the Court approve the parties' Settlement Agreement, a copy of which was mailed in to the Court via FEDEX (the "Agreement"), and the settlement provided for therein, as final, fair, reasonable, adequate, and binding on the parties, and that the Court dismiss this litigation with prejudice discontinuing this case.

ATTORNEYS' FEES & COSTS

As set forth in the Agreement, from the Settlement Amount, 67.23% will be paid out to the three Plaintiffs in proportion with the approximate value of their claims and the remaining 32.77% is allocated for attorneys' fees and costs¹. This amount is slightly less than the one-third in attorneys' fees provided for in the Plaintiffs' retainer agreements because Plaintiffs' counsel agreed to an almost one thousand dollar reduction in their fee in order to free up more monies to be available to be distributed to the Plaintiffs.

It is well settled that one-third contingency fee agreements – such as those agreed upon by each of the Plaintiffs in their retainer agreements - are regularly approved in this circuit in FLSA and NYLL cases. *See Chandler v. Total Relocation Services, LLC*, 15 Civ. 6791 (HBP), 2017 WL 3311229, at *4 (S.D.N.Y. Aug. 2, 2017) ("Contingency fees of one-third in FLSA cases are routinely approved in this circuit."); *see also Najera v. Royal Bedding Co., LLC*, No.

¹ Plaintiffs' counsel has agreed to absorb and will not be seeking reimbursement for \$525 in costs (\$400 for the filing fee and \$125 for process server costs).

13-CV-1767 (NGG)(MDG), 2015 WL 3540719, at *3 (E.D.N.Y. June 3, 2015) (“one-third contingency fees [] are commonly accepted in the Second Circuit in FLSA cases.”); *Kochilas v. Nat’l Merch. Servs., Inc.*, No. 1:14-CV-00311 (LB), 2015 WL 5821631 (E.D.N.Y. Oct. 2, 2015) (awarding 33% of \$60,000 in FLSA and NYLL case, and stating that the “percentage-of-recovery method . . . is consistent with the trend in this Circuit.”); *Hart v. RCI Hosp. Holdings, Inc.*, No. 09-CV-3043 (PAE), 2015 WL 5577713 (S.D.N.Y. Sept. 22, 2015) (awarding 32.9% of the settlement amount in FLSA and NYLL case.); *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 481 (S.D.N.Y. 2013) (“Class Counsel is requesting 33% of the \$4.9 million settlement. This case does not require a ‘sliding scale’ approach to prevent a windfall because the requested amount is ‘consistent with the norms of class litigation in this circuit.’”) (Ellis, M.J.); *Rangel v. 639 Grand St. Meat & Produce Corp.*, 13 CV 3234 (LB), 2013 WL 5308277, at *1 (E.D.N.Y., Sept. 19, 2013) (“This fee arrangement [of one third of the settlement amount plus costs] is routinely approved by courts in this Circuit.”); *Chavarria v. New York Airport Serv., LLC*, 875 F. Supp. 2d 164, 179 (E.D.N.Y. 2012) (finding “Class counsel’s requested fee, 33% of the settlement, reasonable under the circumstances of this case and ‘well within the range accepted by courts in this Circuit.’”).

In light of the above, Plaintiffs respectfully request that this Court approve the parties’ Agreement and that the Court “so order” the “Stipulation & Order of Dismissal” discontinuing this case but retaining jurisdiction over the implementation of the Agreement.

We thank the Court for its attention to this matter.

Respectfully submitted,
/S/ DAVID HARRISON
David Harrison

cc: All Counsel of Record (VIA ECF)